

**Tender Regulations
Declaration 2**

(TO BE WRITTEN ON COMPANY/ENTERPRISE LETTERHEAD)

DECLARATION

Procedure for award of the contract for

Tender Reference no. _____

The undersigned Enterprise/Company
with registered office and fiscal domicile in
Registration in the Companies Register and tax code
VAT number

Telefax _____ tel. _____ E-mail _____
in the person of *(legal representative or authorized signatory)*
born in _____ on the _____
and residing at _____ in _____
Tax Reg. no. _____

with reference to the above procedure

declares

- a. that it is aware that the COMPANY has reserved the option to amend, cancel, revoke, suspend or interrupt the procedure at any time without the BIDDER being able to claim expectations of any sort or any right to compensation or indemnity from the COMPANY;
- b. that the name of the person to be referred to, for receipt of any communication relating to the procedure in question and/or requests for clarification and/or additions, is Mr/Ms, in his/her capacity as _____;
- c. that its e-mail address is as follows: e- mail:;
 - it is certified electronic mail
 - it is not certified electronic mail;
- d. that it accepts, without any condition or reservation, all of the rules and provisions contained in the Bid Request Ref. _____ dated _____ including the Draft Contract (below "BR") and that it is aware as a result of the inspection (where required), as per the minute/declaration signed on _____, of the local conditions, as well as all the general and special circumstances which may have affected the determination of the contractual terms and which may have an impact on the performance of the activities and that it has judged them to be remunerative overall and suitable to enable preparation of its bid;
- e. that it has taken account, when drawing up its bid, of any possible price increases which might occur during the performance of the contract, waiving from now on any right to take action or raise any exception in relation to these;
- f. that it undertakes to keep its bid valid and binding for the period of time indicated in the BR;
- g. that it will consider all of the information covered by the BR and the tender documentation,

as well as all the information received at the inspection (where applicable) or in any case acquired in the course of the procedure, as strictly confidential, undertaking to keep it such and not to disclose or make it known to unauthorized persons, as well as taking all the measures reasonably possible to ensure and protect the confidentiality of that information, from any person, except the COMPANY'S officers in charge;

- h. that it will abstain from using the information provided by the COMPANY for instrumental purposes and from reproducing it, obtaining extracts or summaries and in any case from using it for purposes other than those pertaining to the procedure in question or the relative bid and that, in the case of violation of this duty, it will be held responsible by the COMPANY for consequential damages;
- i. that it complies with the provisions of the Annexes relating to the Health and Safety aspects referred to in the paragraph "Tender Documents" of the "BR" (where applicable).

Also, it

declares

- j. that the economic value of the bid is adequate and sufficient with respect to the cost of labour.

This cost has been calculated based on the following table issued by the Ministry of Labour and Social Security:

(indicate table) _____ referred to in Min. Decree no. _____ of the _____ published in O.J. no. _____, established on the basis of the economic values agreed by the collective bargaining entered into by the comparatively most representative trade unions and the rules relating to social security and welfare matters, for the various business sectors and different territorial areas. Where there is no applicable collective contract, the cost of labour is determined in relation to the collective contract for the business sector closest to that in question;

(OR IF THE REFERENCE TABLE HAS NOT YET BEEN PUBLISHED: that the labour cost of the resources has been calculated by applying the provisions of the National Collective Labour Agreement no. _____ of the _____);

- k. that it observes, for its own personnel, the legal requirements relating to insurance and social security contributions, respects the employment conditions, applies the labour contract in force in that sector and ensures the observance of the above requirements and conditions in respect of any agency-supplied workers or any other form of collaboration it intends to utilize;
- l. that its own personnel are regularly employed, paid and insured and that the regulatory and payment conditions applied are no less than those established in the national labour contracts and in the supplementary agreements;
- m. that it ensures, in respect of any collaborators it intends to utilize, consistency with the salary levels established by the reference tables - and however salaries proportionate to the quality and quantity of the work performed - as well as compliance with the legislation in force applicable to transnational secondments;
- n. that it does not breach the regulations on working time, rest periods, mandatory leave of absence and vacation and fully complies with the regulations on health and safety in the workplace;
- o. that it undertakes to cause its subcontractors, if any, to fulfil the obligations under declarations in k) to n) above;

It also declares,

also for the intents and purposes of the provisions of Presidential Decree no. 445 of 28th December 2000,

- p. that the Company/Enterprise has the necessary technical and professional capacity and meets requirements with reference to the protection of health and safety protection in the workplace, in accordance with Art. 26, paragraph 1 letter a) or of Art. 90, paragraph 9, of Legislative Decree no. 81/2008, taking into account the activities covered by the contract;

- q. in case of activities in potentially contaminated environments and in confined spaces falling within the scope of Presidential Decree no. 177/2011, that the Company/Enterprise meets the qualification requirements referred to in the said Presidential Decree no. 177/2011 and, in case of contract award, it undertakes to provide:
- at the time of the award (in the case of a purchase order), the list of workers that it will engage for such activities as well as the education and training certificates relating to them
 - before starting the above activities (in the case of a blanket order) the list of workers it will engage for such activities as well as the education and training certificates relating to them;
- r. that no form of mutual control referred to in Art. 2359 of the Civil Code exists with any participant to this tender;

[or, alternatively

- that a form of mutual control as defined in art. 2359 of the Civil Code exists with

.....
(indicate the Enterprise/Company participant to this tender with which this situation exists)
 and that it has drawn up its bid autonomously, as shown by the documents provided in a closed and sealed envelope, attached to the Financial Section of the bid];

(Note: mark the applicable alternative)

- s. with reference to the obtainment of the inclusion in the Eni SpA qualified Vendor List, the tender procedure referred to in the BR, the preparation of the relevant bid, and/or to the project covered by the relevant contract and/or the country in which the contract is to be performed in whole or in part,

- that it has neither concluded any consultancy, agency, intermediary agreement or other contract, howsoever named, nor entered into any "de facto" contractual relationship which provides assistance and/or support to the business and/or activities of the undersigned Enterprise/Company,

or, alternatively

- that it has entered into "de facto" contractual relationship or it has concluded a consultancy, agency, intermediary agreement or other contract, howsoever named, which provides assistance and/or support to the business and/or activities of the undersigned Enterprise/Company, with the following Company/Enterprise/Natural Person [*indicate name and registered office*]. The aforesaid "de facto" contractual relationship/contract covers the following activities [*describe the subject of the contract*]:

(Note: No subcontractors/collaborators which may be utilized by the tenderer solely in the performance of the activities hereunder as per contract provisions will be considered for the purposes of declaration under point o.)

The undersigned acknowledges that:

- COMPANY reserves the right to request the production of all appropriate certification to evidence that the requirements referred to in point p) are met, before the conclusion of any contract and, in any case to ascertain, even autonomously, at its discretion, at any time during the tender procedure, by any means allowed, the truthfulness of this declaration;
- failure to meet the above requirements regarding technical and professional capacity and suitability with reference to health and safety protection in the workplace, or the production of a declaration that is found to be irregular, false or incomplete, will be

grounds for exclusion from the tender process, subject to any other sanction and legal consequences applicable.

A photocopy of the valid identity document of declarant no.
issued on.....by is attached.

Place and date.....

..... (signature of person making the declaration)